B 210A (Form 210A) (12/09)

## UNITED STATES BANKRUPTCY COURT

In reLehman Brothers Holdings, Inc.	Case No. 08-13555
TRANSFER OF CLAIM OT A CLAIM HAS BEEN PILED IN THIS CASE or de hereby gives evidence and notice pursuant to Rule 30 than for security, of the claim referenced in this evid	001(e)(2), Fed. R. Bankr. P., of the transfer, other
CF Claims LLC Name of Transferce	F.M. Van Drie Name of Transferor
Name and Address where notices to transferee should be sent: Attn: David Sharpe 1345 Ave of the Americas, 23rd Floor New York, NY 10105	Court Claim # (if known):53571 Amount of Claim:\$18,208,40 Date Claim Filed:10/28/2009
Phone: (212) 479-7072  Last Four Digits of Acet #:  Name and Address where transferee payments should be sent (if different from above):	Phone:
Phone: Last Four Digits of Acct #:	
I declare under penalty of perjury that the informati heat of my knowledge and belief.	
By: Transferee Dunsferee's Agent	Date: 12/11/11
Penulty for making a false statement: Finc of up to \$500,000 or impri	Isonment for up to 5 years, nr both. 18 U.S.C. §§ 152 & 3571.

U.S. BANKRUPTCY COURT SO DIST OF NEW YORK B 210A (Form 210A) (12/09)

## UNITED STATES BANKRUPTCY COURT

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I declare under penalty of perjury that the informat host of my knowledge and ballof.	ion provided in this notice is true and correct to the
By: Transferee Pransferee's Agent	Date: 13/16/11
Penulty for making a false statement: Finc of up to \$500,000 or inqui	isomment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.  DEC 2 2 2011  U.S. BANKRUPTCY COURT SO DIST OF NEW YORK

## Agreement and Evidence of Assignment Of Claim

- I. VACIDALE, E.M. ("Seline"), its encourage and assigns, for good and yntrative consideration, the sufficiency of which it hereby acknowledged in the amount of US\$819-38 [the "Peyment"), does hereby absolute, accomplished and inspectable self, transfer and exsign and of Crisims LiC. ("Purchaser") and Purchaser's successors and assigns, and Purchaser agrees to purchase, as of the Hereby Dade Dade Dade Dade No. 15 Self. at 15 Selfer's right, with own interest in the claim in the aggregate principal amount of US\$18,208.40, as ordered as in Prophet Claim No. 05571 (the "Prophet Claim") against behind a crisine Rokings Inc. (the "Dablet"), the debtorder-possession in the destruct 11 reorganization Case No. 08-18-25; [iMe) [the "Exag"), in the United States Bankmpley Count in the Austrian Prophet No. 15 No. 1
- Sefar hereby represents and variouts to Purchaser that (a) the Proof of Claim was duly and timely fled on or before 5:00 p.m. (pre-after Time) on Physensher 2, 2009 to accordance with the Court's order stating the dendine for fiting proofs of taken neepect of "Leliman Program Securities"; (b) the Proof of Chilm relates to one or more securities expressly identified on the first designates" Labragon Programs Securities" available on http://www.sahman-docker.com as of July 17, 2000; (c) Saller has debrated to Purchases from and correct copies of documentation supporting the Proof of Claim, including, without limitation, any notice that Seller received from the United and undeputed on including the advanced and undeputed on including the Seller received from the United and undeputed on including the selection of the Seller received from the United and undeputed on including the selection of the Seller received from the United Seller recei contingent dales in at least the amount of US\$18,208.40 sealout the Delson (e) the Claim is not subject to any defense, claim or right of seloif, radication, impairment, avaidance, disaltawance, schoolination or preference action, in whole or in part, whether on contractual, legal or equitable grounds, that have been or may be asserted by or on behalf of the Debtor or any other party to reduce the amount of the Colm or effect its validity, priving or enforceability, if this Agreement has been dirty uptimized, executed and distribuil by Seize and Seller has the requisits power and authority to execute, deliver and perform this Agreement; (g) no content, approval, thing or corporate, partnership or other action is required as a condition to, or otherwise in exercision with, the execution, delivery and performance of this Agreement by Scient (h) this Agreement consultates the wald, but and binding agreement of Seller, enforces be against Saller in accordance with its terms; (i) no payment or other destribution has been received by Seder, or by any third party on tichalf of Soller, & full or service satisfaction of or becomes floo with, the Ching () no portion of the Claim has been sold, assigned or pledged to any third party (in whole or fa part); (i) Salier owns and has good and marketable title to the Colon, free and stepr of any and all liens, chino; actual highes, recurity inferests, or encombrances created or incurred by Seller or against Sever; (i) Selier has not engaged in any acts, conduct or contestons, or had any relationship with the Debter or its airdistes, that will result to Purchaser rectiving in respect of the Claim gasporthamitely bus payments or distributions or suss favorable treatment than other unscentred craditions and (m) Solice is not un affilizes (as such term is defined in the Bankrupter Cude). Further, Soller arknowledges, (a) these such ases is an independent party and Furtherer is not acting for or on bounded Seller, and by represents and warrous to Purchaser that Seller has officer obtained kight advice from its own council in connection herewith or Seller has independently determined to enter into this Agreement without the benefit of counsel. Seller acknowledges that Purchaser reserves the right to review the Chains prior to purchase and may refuse to purchase Sefer's claim for any res sun.
- 3. Seller agrees that in the event Seller styll receive any payments or distributions or notices with respect to or relating to the Claim after the date herical. Soller shall accept the same as Parchaser's again and shall promptly distress in trust on Selhall of and for the sole benefit of Purchaser, and shall promptly distress the same as Parchaser's again across the distribution of any study, within 20 days and in the case of seller any such securities, but the in your definishes from with the conformance of Seller when recovery or appropriate. In the event Seller folls to define any such securities or distribution within 30 days of Seller's cecapt, Seller shall be obligated to pay Purchaser interest on any cash payment or distribution at a rate of 17.39% per annum or the maximum rate permated by law, from the date of Seller's receipt to the date of Purchaser's receipt.
- 4. So the finishing viginus any objection to the transfer of the Claim to Purchaser on the books and records of the Debter and the Court and hereby waives to the follows extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 2001(e) of the Endered Rules of Hanburghey Procedure, the Bankurghey Circle, applicable local bankurghey wiles or applicable low, and contents to the substitution of Softer by Purchaser for all purposes in the case, including without Embated, for voting and distribution jumposes with mispect to like Obtin, Purchaser agrees to file a rigide, if harofic, with the Court pursuant to Enderal Rule of Sankruptcy Procedure 2001(e) including this Agreement. Safler actions/ledges and understands, and hereby stipp base, that an order of the Court may he entered William Embated to Softer transferring to Purchaser the Transferred Calmis, recogniting Funchaser as the sale owner and holder of the Claim, and directing that the payments or distributions of money or property in respect of the Claim be delivered or made to Purchaser.
- 5. All supplesentations, warranties, comments and indemnities contained to well shill survive the execution, delivery and proformance of this agreement and the transactions described herein. Furchase shield to branshif its digital hereunder without any notice to or the content of Seller. Soller hereby agrees to indemnity, dufond and hold Purchase, its soccessors and essigns and its officers, directors, employees, agains and controlling persons harmiess from and against any and bil losses, citiens, dancers, exects, expenses and liabilities including, without Unitedion, reasonable accomment expenses, which result from Seller's breach of its representations and warranties made herein.
- 6. Each of Selby and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and its transfer and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectivate the intent and purposes, and carry out the terms of this Agreement, including, without limitation, Saller's cooperation with Purchaser in the exemt that the Culm may at any time be impointed for any reason what so cause such as in the exemt that Debtor makes an objection with respect to the Claim.
- 7. Seller tend Purchasor's rights and obligations hereunder shall be governed by and interproted and determined in accordance with the laws of the Stabe of New York (without see not to any conflicts of law providen that would require the application of the law of any other providence). Seller and Purchaser each submit to the juddition of the court leveled in the County of New York in the State of New York. Each party herefor consents to service of process by Certified multiplied on the signature page helium.
- a. This Agreement about the entire agreement between the parties concerning the apriject matter between and supersodes any prior agreements, understandings, or representatives will respect to the subject matter hereof. Any addition or montheatron to this Agreement must be made to writing and signed by authorized representatives of each of the parties hereo.
- 9. [Fany of the providence of the Agreementa refound to be unerforced big, the remediate shall be an forced as fully as possible and the numeric resolvent states of the Agreement.

  I the Council modified or stricken in the extent required to point tentercoment of the Lagreement.
- 20. This Agreement may be signed in one or more counterparts. Technike and electronic standard office of this Agreement shall be treated as uniquely for purposes of enforcement.

SELLER
VAN ORIE, F.M.

Determine The Determine The Determine Company of the Elective Orig.

Name:

Take:

Date:

D

## Agreement and Evidence of Assignment Of Claim

- 1. VAR DMF, E.M. ("Soling"), its successors and assigns, for good and valuable consideration, the sufficiency of which is lineaby acknowledged in the amount of USSR19.38 (the "Payment"), does hereby observing the unaddinally and invocably sell, trainfer and assign unto CF Claims (LC ("Purghaser") and furtherer's successors and assigns, and furtherer agrees a purchase, as of the elective base (as defined below), all of sober's rights, bilened informs at and in the claim in the aggregate principal amount of USSR208.40, as collected in Proof of Claim No. 05.571 (the "Proof Claim") against Lehman Brothers and Englings inc. (the "Dables"), the debtor-lo-possession in the chapter 11 roots intention Care No. 05.1571 (the "Eagle") in the United Status Bankinghay Court in the No. 15.518 (the George of No. 15.518) in the United Status Bankinghay Court in the Care of No. 15.518 (the "Care of No. 15.518) in the United Status Bankinghay Court in the Care of No. 15.518 (the "Care of No. 15.518) in the United Status Bankinghay Court in the Care of No. 15.518 (the "Care of No. 15.518) in the United Status Bankinghay Court in the Care of No. 15.518 (the "Care of No. 15.518) in the United Status Bankinghay Court in the Care of No. 15.518 (the "Care of No. 15.518) in the United Status Bankinghay Court in the Agreement and Indiance of Assignment of Chaim (this "Agreement by Status Bankinghay Court in the Agreement and Indiance of Assignment (this "Agreement") status be affective until the Payment is received by Seller (the "Effective Bank").
- Sefar thereby represents and various to Purchaser that (a) the Proof of Claim was duly and timely fled on at before 5:00 p.m. (preceive Torsen Time) on Revenues 2, 2009 to accordance with the Court's grow sucting the deciding for First proofs of taken in respect of "Leliman Program Securities"; (b) the Proof of Chairman for a country of the Court's grow as a continue of the Chairman Program o July 17, 2009; (c) Subsches delivered to Purchaser Trus and correct coales of documentation supporting the Proof of Cisim, including, without limitation, say notice that Seller received from the Debtor regarding the allowed amount is respect of Seder's Claim; (ii) the Cham is an allowed, well, liquidated and unclapsified and rediscontingent dales in at least the arrount of US\$18,208.40 segment the Debter; (o) the Clake is not subject to any defense, claim or sight of setoff, reduction, impairment, avaidance, disalkawance, subministion or preference action, in whole or in part, whether on contractual, legal or equitable grounds, that have been correspond to the Collection of the Collection or any other party to reduce the amount of the Collection affect its validity, priving or enforceability () this Agreement has been duty authorized, concuted and defected by Selici and Selici has the requisite power and authority to execute, deliver and perform this Agreement, (g) no content, approval, filing or corporate, partnership or other action is required as a contribution to, or otherwise in connection with, the execution, delivery and performance of this Agreement by Series (h) this Agreement constitutes the vaid, legaland binding agreement of Seller, enformable against Soller in accordance with its terror; if no payment or other distribution has been received by Seller, or by any third party on hebalf of feller, in full or perillat satisfaction of or by connection with, the Chiny () no portion of the Claim has been sold, assigned or piedged to any third party (in whole or fa part); (i) Sales owns and has good and marketable title to the Colon, free and clear of any and all kens, chims, set off midds, security interests, or encumbrances created or incurred by Seller or against Selber (i) Selber has not engaged to any acts, conduct or consistent, or that any relationship with the Debter or its airdiness, that will result to Funchaser rectiving in respect of the Coin proportionately test payments or distributions or less favorable breaking in the notion unscenied crassitions; and (m) Solice is not an afficient (at such term is defined in the Bankrupter Cudu). Further, Soline acknowledges, (a) thet Purchaser is an independent party and Purchaser is not acting for or on behalt of Seller, and by represents and warrants to Purchaser that Seller has editor obtained by a doice from its own country in connection herewith or Seller has independently desermined to enter into this Agreement without the benefit of counsel. Seller acknowledges that Purchaser reserves the right to review the Chiles prior to precious and may refuse to purchase Seller's claim for any ressent.
- d. So liet hereby waives any objection to the transfer of the Claim to Purcheser on the books and records of the Debter and the Court and hereby waives to the fullest extent parmitted by law any notice or right to receive notice of a hearing payment to Rule 2001(e) of the Endant Rules of Handburghty Procedure, the Calmothy Carle, applicable by an except to the substitution of Seller by Purchaser for all purposes in the case, including without Embatter, for voting and distribution jumpages with majorit to the Court may he recommended to the Calmothy Seller and Interface as the seller and the Court may he entered without further codice to Seller transferring to Purchaser the Deministered Calmothy, recogniting functions and bodder of the Claim, and directing that all payments or distributions of maney or property in respect of the Claim be deflected or made to Purchaser.
- 5. All appresentations, warranties, edvancests and indemnities contained have inshall survive the execution, delivery and netionnesses of this Agreement and the transactions described hereix. Prochosus said indeed to bransfer its rights hereunder without any notice to or the constant of Seller. Solier hereby agrees to indemnity, during and hold Purchater, its successors and easiers and its eithers, directors, employees, agains and controlling persons harmless from and against any and all losses, claims, dainages, usels, representations, dainages, usels, representations and warranties made herein.
- 6. Each of Select and Purchases agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and full later agreements, documents and instruments and (b) take or cause to effect all such other and further actions as the other party may teasonably request to effect all purposes, and carry out the former of this Agreement, including, without limitation, Saller's cooperation with Purchaser in the execut that the Claim may at any time be impaired for any reason what sever such as in the execut that Deblor makes an objection with respect to the Claim.
- 7. Seller's and Purchastor's rights and obligations hereunder ship the governed by and interproted and determined in accordance with the laws of the State of the
- 8. This agreement states the entire agreement between the partles concurring the xultipart matter breeze and superheads any prior agreements, understanding, or representations with respect to the subject matter bereaf. Any addition or modification by this agreement must be made to writing and algorithm by authorized representations of each of the parties bereaf.
- 9. iPanyofthoprovisions of this Agricultura refound to be unemforced bits, the remediate shall be ediorected shall pass possible and the immediate abbit providing in the companies of the Agreement.
- 10. This Agreemank may be signed in one or more counterparts. Tess strike and electronic standard of citals Agreemank that the treated as uniquinals for purposes of enforcement.

Dy: Name:

mie:

Date:

IN WITNESS WHEREOF, thu Agreement and Evidences of Assignment of Claim is entered into as of the Effective Oate.

LER
PURCHASER
CF Claims LLC

SELLER VAN ORIE, RAM.

DY:

Harme: F. M. van Dr.C.

TAN:

Oate: LY 11 Cloth 2011

Fax No.:

Emalt: from has dree of Astmails com